

AGREEMENT

**The Sarasota Ballet of Florida, Inc.
5555 North Tamiami Trail
Sarasota, FL 34243**

&

**The School Board of Sarasota County, Florida
1960 Landings Blvd.
Sarasota, FL 34231
(941) 927-9000**

This agreement is entered into this 13th day of December, 2017, by and between Sarasota Ballet of Florida, Inc. (“Sarasota Ballet”) and The School Board of Sarasota County, Florida (“The School Board”).

Purpose:

The purpose of this Agreement is to delineate the relationship and responsibilities of the Sarasota Ballet and The School Board regarding the sharing of relevant student information and student data for students participating in the Sarasota Ballet Dance – The Next Generation (DNG) Program. The DNG program is an afterschool program for students in grades 3 – 12 that provides instruction in ballet, jazz, elements of dance and composition. Through the discipline and love of dance, program activities serve to increase students’ self-esteem, confidence and personal responsibility. The Sarasota Ballet staff review student report cards and other performance data to monitor students’ progress and to work with the student and parent to reinforce and support the student’s academic success in school.

The Sarasota Ballet agrees to:

1. Obtain consent from a parent/guardian for each student participating in the Sarasota Ballet’s DNG program to allow The School Board to provide relevant student information directly to the Sarasota Ballet for the purpose of monitoring students’ academic progress in school.
2. Provide the district with a list of participating students and relevant student identification information: student first and last names, program attendance, and other information in a mutually agreed upon format for the purpose of matching participating students to their individual student data.
3. Maintain the confidentiality of student data, including but not limited to personal information such as students’ names or addresses, as well as academic information such as grade level, academic achievement levels. Any information shared publicly by the Sarasota Ballet will be only aggregate data which will not compromise individual student information or disclose any identifiable student information.

4. Hold harmless, indemnify, and defend The Board, its agents, servants, employees in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from The Board, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing in this provision is intended to waive any sovereign immunity to which the Board may be entitled.

The School Board agrees to:

1. Provide report cards and other mutually agreed to relevant academic data to the Sarasota Ballet staff working directly with the students participating in the DNG program upon receiving express written permission from the student's parent/guardian.

Both parties agree that:

1. This agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
2. Any additions, changes, deletions or modifications to this Agreement must be agreed upon in writing by both parties.
3. The Agreement shall commence December 13, 2017 and terminate June 30, 2019. Either party may terminate this Agreement at any time without cause by giving thirty days' notice to the other party.

Signed: _____
Chair
The School Board of Sarasota County, Florida

Date: _____

Approved for Legal Content
November 28, 2017, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

Signed: _____
Joseph Volpe, Executive Director
The Sarasota Ballet of Florida, Inc.

Date: _____